

File No. 10584 Continued.

OPINION.

the pipe be delivered, and his emphatic approval of the amount and quality of what has been delivered. According to my information this is not a case where the contractor is delivering unreasonable quantities of material in order to be paid out of all proportion to the scheme contemplated by the contract.

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The delivery of the pipe involves its manufacture and its transportation, and I can see nothing in the contract to entitle us to declare that the contractor is not entitled to payment when the pipe is delivered on the ground and yet is entitled to payment when it is placed under ground. Furthermore, Mr. Banke, in order to arrive at a basis for the calculation of the monthly payments to be made to the contractor, has figured on the different elements of the work and has estimated the pipe at so much a foot, just as he has estimated the other elements of the entire work to be done. He has made up the enclosed bill according to this standard and, in view of the fact that he is specified by the contract to be the person who shall determine how much work has been completed for the purpose of monthly payments, and, further, that the contractor has, at the Engineer's request, in order to facilitate the work, made very abundant deliveries of pipe, and also in view of the impossibility of fixing on the precise time when the work is completed and when the work is not completed, I am of the opinion that the enclosed bill is entirely proper. A certain latitude must be allowed the Engineer and I do not see that his action is unreasonable in this case.

Yours truly,

(Signed) W.H. DeC. Wright,

Assistant City Solicitor.

File No. 10584.

LAW DEPARTMENT.

Baltimore, October 22, 1909.

Board of Fire Commissioners,
City.

Gentlemen:-

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Replying to your favor of October 18th in reference to the